

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

JOHN K. DREWNO <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
vs.)	CAUSE NO. 3:16-CV-226-WCL-MGG
)	
MARVIN LUMBER AND CEDAR COMPANY, a/k/a)	
MARVIN WINDOWS & DOORS, INC. <i>et al.</i>)	
Defendants.)	

PLAINTIFFS' FRCP. 26(a)(1) INITIAL DISCLOSURES

In accordance with FRCP 26(a)(1), plaintiffs, by counsel, submit the following initial disclosures:

1. Witnesses. The name, address and telephone number of each individual likely to have discoverable information that may support plaintiffs' claims, and the information they possess (unless they will be used solely for impeachment):

Plaintiffs John Drewno and Tina Drewno
20474 Diamond Shores Drive
Cassopolis, MI 49031
Factual information concerning claims including information relating to the installation, defects and warranty associated with windows supplied by Defendant.

Darby Zentner
Marvin Windows and Doors
401 State Ave. North
Warroad, MN 56763
Factual information concerning investigations relating to the installation, defects and warranty associated with windows supplied by Defendant, including his communications with Plaintiffs and third parties.

Dan King
Quality Window and Door
27888 CR 32W
Elkhart, IN 46517

Factual information concerning investigations relating to the installation, defects and warranty associated with windows supplied by Defendant, including his communications with Plaintiffs and third parties.

Julie Weiner
CertainTeed Saint-Gobain

Factual information concerning investigations relating to the installation, defects and warranty associated with windows supplied by Defendant, including her communications with Plaintiffs and third parties.

Van Overberghe Builders
53922 Olive Road
South Bend, IN 46628

Factual information concerning investigations relating to remedying the installation, defects and warranty associated with windows supplied by Defendant.

Evor Johns
Progressive Engineering, Inc.
58640 SR 15
Goshen, IN 46528

Factual information concerning investigations relating to remedying the installation, defects and warranty associated with windows supplied by Defendant.

Additional witnesses are expected to be revealed through discovery.

2. Documents and things. Copies, or descriptions by category and location, of all documents or things in plaintiffs' possession or control that plaintiffs may use to support their claims (unless it will be used solely for impeachment):

Standard Sales Acknowledgment dated November 17, 2003.

CertainTeed Saint-Gobain communication to John Drewno undated but sent after 9/26/12 inspection.

January 5, 2004, letter from Drewnos' counsel to Quality Window and Door.

3. Damages. The calculation of any category of damages sustained by plaintiffs is as follows: Plaintiffs' damages are being calculated based on loss of value to their real estate, along with costs of remedying the defects complained of. A summary calculation will be provided upon its completion.

4. Liability insurance. Any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment: Not applicable.

Dated: March 17, 2017

/s/ Shawn P. Ryan
Shawn P. Ryan (#15832-20)
220 W. Colfax Ave., Suite 100
South Bend, IN 46601
(574) 289-0909
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on March 17, 2017, I electronically filed the above with the Clerk of the Court for the United States District Court for the Northern District of Indiana by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, including the following counsel of record:

Brian R. Gates
Jones, Obenchain LLP
P.O. Box 4577
South Bend, IN 46634

/s/ Shawn P. Ryan
Shawn P. Ryan